

Exhibit F (part 3)

362. The City spent over \$17 million on Janssen's Risperdal. The City's most popular dosage was the 2 mg tablet. The City estimates it was overcharged at least 15% per 2 mg tablet dosage as a result of Janssen's false AWP's. This translates into an average overcharge of at least \$0.64 per dosage.

363. In connection with the wrongful conduct described herein, the J&J defendants have been investigated by the General Accounting Office and the Office of the Attorney General for the Commonwealth of Massachusetts. The publicly available results of these investigations confirm J&J's routine practice of reporting false and inflated wholesale pricing information and non-compliance with rebate obligations. J&J is also being sued by the Pennsylvania AG in connection with the same wrongdoing at issue here.

364. For example, a September 2001 GAO report documented fraudulently inflated AWP's for epoetin alpha, sold by J&J as Procrit. J&J and Amgen are identified in the *RedBook* as the only two sources for epoetin alpha.

365. J&J is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

366. J&J is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

367. Janssen now is the subject of an investigation by the Office of the Inspector General of the Office of Personnel Management concerning marketing practices for mental health drugs.

368. Ortho McNeil was subpoenaed on April 9, 2004 by the U.S. Attorney in Boston for information regarding its prescription drug marketing and sales practices.

AA. THE KING GROUP

369. As set forth in detail at Exhibit A, the City spent over \$1 million on the King Group (King and Monarch) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

370. The City alleges an intentionally false and misleading AWP for each King Group drug listed on Exhibit A.

371. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those King Group drugs for which it paid the greatest amount in 2002.

372. As an example, in 2002 alone, the City spent over \$1 million on King's Altace. The City's most popular dosage of Altace was the 10 mg capsule. The City estimates it was overcharged at least 7% per 10 mg dosage as a result of the King Group's false AWPs. This translates into an average overcharge of at least \$0.09 per dosage. (*See Exhibit B*).

373. In connection with the wrongful conduct described herein, the King Group is being investigated by OIG-HHS, Department of Veterans Affairs, Department of Justice, Centers for Medicaid and Medicaid Services, the Public Health Service and the Securities and Exchange Commission.

374. King disclosed in its 2003 Annual Report that it owed Medicaid and other government health programs about \$46.5 million in unpaid rebates. King estimated that it underpaid Medicaid by \$0.9 million from 1994-1997. An internal audit found that an additional \$18.9 million was due.

BB. MEDIMMUNE

375. As set forth in detail at Exhibit A, the City spent over \$4.1 million on MedImmune drugs in 2002 alone. The specific drugs paid for by the City and for which the City include those set forth set forth in Exhibit A hereto.

376. The City alleges an intentionally false and misleading AWP for each MedImmune drug listed on Exhibit A.

377. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those MedImmune drugs for which it paid the greatest amount in 2002.

378. As an example, in 2002 alone, the City spent over \$4.1 million on MedImmune's Synagis. The City's most popular dosage of Synagis was the Injectable 100 mg. The City estimates it was overcharged at least 27% per Injectable 100 mg dosage as a result of MedImmune's false AWPs. This translates into an average overcharge of at least \$335.33 per dosage. (*See* Exhibit B).

CC. MERCK

379. As set forth in detail at Exhibit A, the City spent over \$31.4 million on Merck drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

380. The City alleges an intentionally false and misleading AWP for each Merck drug listed on Exhibit A.

381. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Merck drugs for which it paid the greatest amount in 2002.

382. As an example, in 2002 alone, the City spent \$419,487 on Merck's Vasotec. The City's most popular dosage of Vasotec was the 20 mg tablet. The City estimates

it was overcharged at least 37% per 20 mg dosage as a result of Merck's false AWP. This translates into an average overcharge of at least \$0.59 per dosage. (*See* Exhibit B).

383. In connection with the wrongful conduct described herein, Merck has been investigated by the U.S. Department of Justice and the Attorney General of Texas.

384. Merck also is the subject of the investigation led referred to above by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

DD. THE MYLAN GROUP

385. As set forth in detail at Exhibit A, the City spent over \$4.8 million on Mylan Group (Mylan Labs, Mylan Pharm, UDL Labs) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

386. The City alleges an intentionally false and misleading AWP for each Mylan Group drug listed on Exhibit A.

387. Although Mylan Group manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

388. Certain Mylan Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See* Exhibit C) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

389. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Mylan Group drugs for which it paid the greatest amount in 2002.

390. As an example, in 2002 alone, the City spent over \$2 million on Mylan's Nifedipine. The City's most popular dosage of Nifedipine was the 90 mg tablet, for

which there was no FUL (*See* Exhibit C). The City estimates it was overcharged at least 36% per 90 mg dosage as a result of Mylan Group's false AWP. This translates into an average overcharge of at least \$0.83 per dosage. (*See* Exhibit B).

391. Mylan and its subsidiary UDL are among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

392. In connection with the wrongful conduct described herein, Mylan has been investigated by at least the Commonwealth of Massachusetts.

EE. THE NOVARTIS GROUP

393. As set forth in detail at Exhibit A, the City spent over \$14 million on Novartis Group (Novartis and Sandoz) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

394. The City alleges an intentionally false and misleading AWP for each drug listed on Exhibit A.

395. Although the Novartis Group manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

396. Certain Novartis Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See* Exhibit C) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

397. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Novartis Group drugs for which it paid the greatest amount in 2002.

398. As an example, in 2002, the City's most popular dosage of the Novartis Group's Atenolol was the 50 mg tablet. The City estimates it was overcharged at least 84% per 50 mg dosage as a result of the Novartis Group's false AWP. This translates into an average overcharge of at least \$0.52 per dosage. (See Exhibit B).

399. In connection with the wrongful conduct described herein, Novartis has been investigated by at least the Office of Inspector General of the Department of Health and Human Services.

400. Geneva (now Sandoz) is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price rebate requirements.

FF. NORDISK

401. As set forth in detail at Exhibit A, the City spent over \$1.8 million on Nordisk drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

402. The City alleges an intentionally false and misleading AWP for each drug listed on Exhibit A.

403. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Nordisk drugs for which it paid the greatest amount in 2002.

404. As an example, in 2002 alone, the City spent \$702,188 on Nordisk's Novolin. The City's most popular dosage of Novolin was the injectible 70/30. The City estimates it was overcharged at least 17% per injectible 70/30 dosage as a result of Novo Nordisk's false AWP. This translates into an average overcharge of at least \$4.08 per dosage. (See Exhibit B).

GG. ORGANON

405. As set forth in detail at Exhibit A, the City spent over \$1.5 million on Organon drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

406. Exhibit A sets forth the allegedly intentionally false and misleading AWP that Organon reported or caused to be reported for every dosage of every Organon drug for which the City paid.

407. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Organon drugs for which it paid the greatest amount in 2002.

408. As an example, in 2002 alone, the City spent over \$1.5 million on Organon's Remeron. The City's most popular dosage of Remeron was the 15 mg tablet. The City estimates it was overcharged at least 20% per 15 mg dosage as a result of Organon's false AWPs. This translates into an average overcharge of at least \$0.49 per dosage. (See Exhibit B).

HH. PAR

409. As set forth in detail at Exhibit A, the City spent over \$2 million on Par drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

410. The City alleges an intentionally false and misleading AWP for each Par drug listed on Exhibit A.

411. Although Par manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

412. Certain Par drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See* Exhibit C) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

413. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Par drugs for which it paid the greatest amount in 2002.

414. As an example, in 2002 alone, the City spent over \$633,000 on Par's Fluoxetine. One of the City's dosages of Fluoxetine was the Cap 20 mg, for which there was no FUL for the majority of 2002 (*See* Exhibit C). The City estimates it was overcharged at least 40% per Cap 20 mg dosage as a result of Par's false AWPs. This translates into an average overcharge of at least \$0.96 per dosage. (*See* Exhibit B).

415. In connection with the wrongful conduct described herein, Par has been investigated by at least the Commonwealth of Massachusetts.

416. Par is also among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

II. PURDUE

417. As set forth in detail in Exhibit A, the City spent over \$1.3 million on Purdue drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth in Exhibit A hereto.

418. The City alleges an intentionally false and misleading AWP for each Purdue drug listed on Exhibit A.

419. Given the unavailability of retail price data for OxyContin, the City cannot estimate the extent to which OxyContin's AWP was inflated.

420. OxyContin's wholesale price information also was inflated given Purdue's unlawful maintenance of a monopoly for the drug and Oxycodone-cr. In a January 5, 2004 decision, Judge Stein of the Southern District of New York declared Purdue's last three OxyContin patents to be void and unenforceable and the result of deceptive conduct before the U.S. Patent and Trademark Office. *Purdue Pharma L.P. v. Endo Pharm, Inc.* 2004 WL 26523 at * 11 (S.D.N.Y. January 5, 2004). The City's over-payments for OxyContin were exacerbated by this fraud which permitted Purdue to unlawfully impose monopoly prices for its drug since at least 1996.

JJ. RELIANT

421. As set forth in detail at Exhibit A, the City spent over \$900,000 on Reliant drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

422. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Reliant drugs for which it paid the greatest amount in 2002.

423. As an example, in 2002 alone, the City spent over \$994,000 on Reliant's Axid. The City's most popular dosage of Axid was the 150 mg capsule. The City estimates it was overcharged at least 3% per 150 mg dosage as a result of Reliant's false AWP's. This translates into an average overcharge of at least \$0.07 per dosage. (See Exhibit B).

KK. SANOFI

424. As set forth in detail at Exhibit A, the City spent over \$7.6 million on Sanofi drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

425. The City alleges an intentionally false and misleading AWP for each Ivax drug listed on Exhibit A.

426. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Sanofi drugs for which it paid the greatest amount in 2002.

427. As an example, in 2002 alone, the City spent over \$7.6 million on Sanofi's Ambien. The City's most popular dosage of Ambien was the 10 mg tablet. The City estimates it was overcharged at least 16% per 10 mg tablet dosage as a result of Sanofi's false AWP. This translates into an average overcharge of at least \$0.38 per dosage. (See Exhibit B).

428. Sanofi is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

LL. THE SCHERING GROUP

429. As set forth in detail at Exhibit A, the City spent over \$19.5 million on Schering Group (Schering and Warrick) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

430. The City alleges an intentionally false and misleading AWP for each Schering Group drug listed on Exhibit A.

431. Although the Schering Group, and Warrick in particular, manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

432. Certain Schering Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (See Exhibit C) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

433. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Schering Group drugs for which it paid the greatest amount in 2002.

434. As an example, in 2002 alone, the City spent over \$2.1 million on Schering's Claritin D. The City's most popular dosage of Claritin D was the tablet 10 240 mg. The City estimates it was overcharged at least 56% per Claritin D dosage as a result of Schering's false AWP's. This translates into an average overcharge of at least \$1.52 per dosage. (*See* Exhibit B).

435. The City spent over \$2 million on Warrick's Albuterol. The most popular unit of Albuterol was the 90mcg Aerosol, for which there was no FUL in 2002 (*See* Exhibit C). The City estimates it was overcharged at least 55% per 90mcg Aerosol dosage as a result of Warrick's false AWP's. This translates into an average overcharge of at least \$10.60 per dosage. (*See* Exhibit B).

436. On July 16, 2004, it was announced that Schering has agreed to pay \$350 million in fines and plead guilty to criminal charges that it cheated Medicaid. The settlement stems from a six-year probe prompted by three whistleblowers who accused Schering of selling its products to private health-care providers for far less than it sold them to Medicaid. As part of the settlement, Schering is expected to admit it gave grants to private providers to conduct patient education and marketing programs as part of a scheme to induce them to buy the company's drugs at relatively high prices. Schering-Plough then billed Medicaid at these high prices without accounting for the offsetting grants.

437. In April 2004, Schering announced that it was paying \$27 million to settle charges brought in 2000 by the Texas Attorney General which revealed that Schering-Plough, with its subsidiary Warrick, had defrauded the State of Texas. Investigators

determined that Schering-Plough provided the greatest “spread” amongst the drug companies selling Albuterol (one of the drugs paid for by the City) in Texas, and thereby obtained the largest market share for Albuterol. Schering-Plough sold a box of Albuterol to pharmacies for \$13.50, while it charged the Texas Medicaid program \$40.30, a 200% increase. *See Cornyn Sues Three Drug Companies for Medicaid Fraud*, Press Release by the Office of the Attorney General, State of Texas, September 7, 2000 (www.oag.state.tx.us.gov).

438. This follows a 2003 announcement by Schering that it was the subject of a federal grand jury investigation and criminal investigation led by the U.S. Attorney for the District of Massachusetts. The investigation concerned (i) providing remuneration, such as drug samples, to providers to induce the purchase of Schering products for which payment was made through federal health care programs; (ii) selling misbranded or unapproved drugs; (iii) submitting false wholesale pricing information for its pharmaceutical products to the government; and (iv) destroying evidence and obstructing justice relating to the government’s investigation. *See Schering-Plough Press Release dated May 30, 2003, “Schering Plough Provides Update on Previously Reported Investigation by U.S. Attorney for District of Massachusetts.”* Schering’s Form 10-K for the year 2000 stated that this investigation focused on “whether the AWP set by pharmaceutical companies for certain drugs improperly exceeds the average prices paid by dispensers. . . and other pricing and/or marketing practices.”

439. Schering took charge of \$150 million for the fourth quarter of 2002 to reflect its estimate of the likely legal liability from the above government probe. The key basis for the government investigation was the federal anti-kickback statute, which prohibits

pharmaceutical companies from giving money or other items of value to doctors in exchange for prescribing particular products to Medicaid patients.

440. Both Schering and Warrick are among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

441. Schering also is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

442. The Schering Group is also under investigation by the Attorneys General of California, Massachusetts, Minnesota, Montana, Ohio, Pennsylvania and Wisconsin.

443. Schering was among the drug companies Congressman Stark investigated for improper Medicare/Medicaid pricing practices.

MM. SERONO

444. As set forth in detail at Exhibit A, the City spent over \$5.2 million on Serono drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth in Exhibit A hereto.

445. The City alleges an intentionally false and misleading AWP for each Ivax drug listed on Exhibit A.

446. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Serono drugs for which it paid the greatest amount in 2002.

447. As an example, in 2002 alone, the City spent over \$5.2 million on Serono's Serostim. The City's most popular dosage of Serostim was the injectible 6 mg. The

City estimates it was overcharged at least 27% per injectible 6 mg dosage as a result of Serono's false AWP's. This translates into an average overcharge of at least \$60.45 per dosage. (See Exhibit B).

448. In January 2004, Serono announced that it was under investigation by federal and state officials in respect of its marketing practices for its AIDs-related drug Serostim, one of the drugs for which New York seeks damages. The investigation focuses on possible improper sales, improper billing of State Medicaid programs and improper financial incentives to encourage doctors and pharmacists to prescribe the drug.

449. Serono received a subpoena from the U.S. Attorney's office in Boston in 2001 requesting nearly 10 years worth of documents pertaining to Serostim and in 2002 the company received similar requests from authorities in California, Florida, Maryland and New York. The criminal and civil investigations focus on whether the company violated federal and state false claims acts or anti-kickback laws, which prohibit drug companies from offering incentives to doctors to prescribe a drug covered by the government, individuals familiar with the investigations say, according to the Journal.

NN. TAKEDA

450. As set forth in detail at Exhibit A, the City spent over \$3.9 million on Takeda drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

451. The City alleges an intentionally false and misleading AWP for each Ivax drug listed on Exhibit A.

452. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Takeda drugs for which it paid the greatest amount in 2002.

453. As an example, in 2002 alone, the City spent over \$3.9 million on Takeda's Actos. The City's most popular dosage of Actos was the 30 mg tablet. The City estimates it was overcharged at least 15% per 30 mg dosage as a result of Takeda's false AWP's. This translates into an average overcharge of at least \$0.36 per dosage. (See Exhibit B).

OO. TAP PHARMACEUTICAL

454. As set forth in detail at Exhibit A, the City spent over \$ 13.1 million on TAP drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

455. The City alleges an intentionally false and misleading AWP for each TAP drug listed on Exhibit A.

456. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those TAP drugs for which it paid the greatest amount in 2002.

457. As an example, in 2002 alone, the City spent over \$10.9 million on TAP's Prevacid. The City's most popular dosage of Prevacid was the 30 mg cap. The City estimates it was overcharged at least 25% per 30 mg cap dosage as a result of Tap's false AWP's. This translates into an average overcharge of at least \$0.95 per dosage. (See Exhibit B).

458. In connection with the wrongful conduct described herein, TAP has been investigated by the Department of Justice. In addition, on October 13, 2001, the United States Attorney in Boston, Massachusetts announced that TAP, a corporation that arose from a partnership between Takeda Chemical Industries Ltd. and Abbott Laboratories, a defendant herein, had agreed to pay \$875 million to resolve criminal charges and civil liabilities in

connection with its fraudulent pricing and marketing practices for the drug named Lupron®.

As part of the agreement:

(a) TAP agreed to plead guilty to a conspiracy to violate the Prescription Drug Marketing Act, 21 U.S.C. §§ 331(t) and 333(b), and to pay a \$290 million criminal fine, the largest criminal fine ever in a health care fraud prosecution. The plea agreement between the United States and TAP specifically stated that TAP's criminal conduct caused the Government losses of \$145,000,000;

(b) TAP agreed to pay the United States Government \$559,483,560 for filing false and fraudulent claims with the Medicare and Medicaid programs as a result of TAP's fraudulent drug pricing schemes and sales and marketing misconduct;

(c) TAP agreed to pay the fifty states and the District of Columbia \$25,516,440 for filing false and fraudulent claims with the States, as a result of TAP's drug pricing and marketing misconduct, and for TAP's failure to provide state Medicaid programs TAP's best price for Lupron®, as required by law;

(d) TAP agreed to comply with the terms of a sweeping Corporate Integrity Agreement that, among other things, significantly changes the manner in which TAP supervises its marketing and sales staff and ensures that TAP will report to the Medicare and Medicaid programs the true average sale price for drugs reimbursed by those programs;

(e) Abbott and Takeda (the TAP co-venturers) agreed to cooperate fully with the ongoing government investigation of TAP and its former officers and employees in exchange for the United States declining prosecution of Abbott and Takeda for conduct relating to Lupron®; and

(f) An indictment was unsealed in the District of Massachusetts against six current or former TAP employees (including an account executive, three District Managers, a National Accounts Manager and the former Vice President of Sales), and a urologist, alleging that they conspired to (i) bill Medicare for free samples of Lupron® and (ii) market Lupron® using the “spread” and the “return to practice” program.

459. At a hearing in the criminal matter, which has an extensive record, United States District Court Judge William G. Young found:

This has been a gross abuse of the Medicare/Medicaid repayment system, knowing, intelligent. You have demonstrated, and it's all been confirmed in open court, and I don't want anyone forgetting about the fact that this company, not under its present management, knowingly abused the public trust in a most, and I use my words carefully, despicable way.

United States v. TAP Pharm. Prods., Inc., No. CR-01-10354-WGY (D. Mass. Dec. 6, 2001).

460. The TAP Defendants also have been sued in connection with their fraudulent pricing and marketing practices for Lupron®, one of the drugs at issue here. *Russano v. Abbott Laboratories*, No. 01-6982 (N.D. ILL. filed Sept. 7, 2001).

461. TAP also is the subject of the investigation referred to above led by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is abusing the Nominal Price Exception to the Best Price reporting requirements.

462. In connection with the wrongful conduct described herein, TAP has been sued by the Attorneys General of the States of Pennsylvania and Wisconsin.

PP. TEVA

463. As set forth in detail at Exhibit A, the City spent over \$3.7 million on Teva drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief are set forth set forth in Exhibit A hereto.

464. The City alleges an intentionally false and misleading AWP for each Teva drug listed on Exhibit A

465. Although Teva manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

466. Certain Teva drugs listed in Exhibit A were reimbursed at certain times based on the FUL (see Exhibit C) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

467. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Teva drugs for which it paid the greatest amount in 2002.

468. As an example, in 2002 alone, the City spent over \$34,000 on Teva's Amiodarone. The City's most popular dosage of Amiodarone was the 200 mg tablet, for which there was no FUL in 2002 (*See* Exhibit C). The City estimates it was overcharged at least 80% per tablet 200 mg dosage as a result of Teva's false AWP. This translates into an average overcharge of at least \$2.38 per dosage. (*See* Exhibit B).

469. Teva is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

QQ. THE WATSON GROUP

470. As set forth in detail at Exhibit A, the City spent over \$1.8 million on Watson Group (Watson and Watson Pharma (formerly Schein)) drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth in Exhibit A hereto.

471. The City alleges an intentionally false and misleading AWP for each Watson Group drug listed on Exhibit A.

472. Although Watson Group manufactured certain generic or multi-source drugs, the City's payments were still based on AWP pursuant to N.Y. Soc. Serv. L. § 367-a(9).

473. Certain Watson Group drugs listed in Exhibit A were reimbursed at certain times based on the FUL (*See* Exhibit C) but, as alleged herein, even the FUL is based on an intentionally false and inflated AWP.

474. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Watson Group drugs for which it paid the greatest amount in 2002.

475. As an example, in 2002 alone, the City spent over \$23,000 on Watson's Necon. The City's most popular dosage of Necon was the tablet 1135-28 for which there was no FUL in 2002. (*See* Exhibit C.) The City estimates it was overcharged at least 44% per tablet 1/35-28 dosage as a result of Watson's false AWPs. This translates into an average overcharge of at least \$0.40 per dosage. (*See* Exhibit B.)

476. In connection with the wrongful conduct described herein, Watson has been investigated by at least the United States Department of Justice, the Office of Inspector General of the Department of Health and Human Services, the Attorneys General for the states of California, Massachusetts, Montana, Pennsylvania and Wisconsin. Schein, Watson's subsidiary since 2000, has been investigated by the Office of the Attorney General of Texas in connection with a state investigation of "possible false reporting of information regarding the marketing of and prices for drugs" used to establish reimbursement rates for Texas Medicaid drugs, and has received notices or subpoenas from the attorneys general of various other states, including Florida, Nevada, California, Texas and New York. The publicly

available results of these investigations confirm Watson's routine practice of reporting false and inflated wholesale price information and non-compliance with rebate obligations.

477. Schein also reported in its 10-Q for the quarterly period ended June 24, 2000, that it was a defendant in a federal *qui tam* action brought in 1995 under the U.S. False Claims Act in the Federal District Court for the Southern District of Florida. Schein stated that it "believe[d] that the matter relates to pharmaceutical pricing issues and whether 19 allegedly improper efforts by pharmaceutical manufacturers led to increased payments by Medicare and/or Medicaid."

478. Watson also is among the pharmaceutical companies referred to above now under investigation by the House Committee of Energy and Commerce for possible improper pricing practices and failures to comply with Best Price Rebate requirements.

RR. WYETH

479. As set forth in detail at Exhibit A, the City spent over \$6.2 million on Wyeth drugs in 2002 alone. The specific drugs paid for by the City and for which the City seeks relief include those set forth set forth in Exhibit A hereto.

480. The City alleges an intentionally false and misleading AWP for each Wyeth drug listed on Exhibit A.

481. Exhibit B sets forth the City's preliminary estimate of the extent of its overcharge on those Wyeth drugs for which it paid the greatest amount in 2002.

482. As an example, in 2002 alone, the City spent over \$2.1 million on Wyeth's Protonix. The City's most popular dosage of Protonix was the 40 mg tablet. The City estimates it was overcharged at least 18% per 40 mg tablet dosage as a result of Protonix's false AWP's. This translates into an average overcharge of at least \$.50 per dosage. (See Exhibit B).

483. Wyeth also is the subject of the investigation referred to above by Senators Grassley and Baucus of the Senate Finance Committee regarding whether it is inappropriately using the Nominal Price Exception to the Best Price reporting requirements.

484. Wyeth also is the subject of an investigation by the Office of the Inspector General of the Office of Personnel Management concerning marketing practices for mental health drugs.

VII. DAMAGES TO NEW YORK CITY

485. Pursuant to N.Y. Soc. Serv. L. § 368-a, the City is mandated to pay 25% of its Medicaid costs ("Medicaid Local Share Costs"). The City's Medicaid costs exceeded \$4 billion in 2002. The City spent over \$540 million for Medicaid Pharmacy Costs alone in 2002, and over \$597 million in 2003. A substantial portion of this huge sum is the result of the inflation of prescription drug prices pursuant to the AWP scheme alleged herein, and the failure to pay the full rebate amounts required by law.

486. Applying even the most conservative estimates of improper AWP spread and failures to report accurate Best Prices and/or AMPs or pay proper rebates, these abuses result in millions of dollars in excessive payments by the City for Medicaid-covered drugs.

487. The City now seeks, *inter alia*, to recover the overpayment. Defendants' misconduct has unjustly enriched the defendants at the expense of New York's health care system, and ultimately, taxpayers in the City and State and nationwide.

VIII. FRAUDULENT CONCEALMENT

488. By controlling the process by which the AWP's or other wholesale price information for covered drugs were inflated and reported falsely to publishers, each

defendant concealed its fraudulent conduct from the City. Each defendant prevented the City from knowing what the actual pricing structures for the covered drugs were, and concealed the standard discounts, chargebacks, off-invoice transactions, free samples and other financial incentives routinely provided to lower the actual costs for its drugs.

489.

490. Each defendant concealed its fraudulent conduct by instructing drug distribution chain intermediaries not to report the prices they paid for the covered drugs.

491. Each defendant worked with and motivated provider and drug distribution chain intermediaries to halt investigations or changes in the AWP system.

492. Each defendant concealed that its calculation of Medicaid rebates, based on Best Price and AMP, did not account for all discounts, rebates or incentives as required by law.

493. Each defendant further concealed the true Best Prices and true AMPs from the federal agencies to which it reports those data.

494. Each defendant concealed that it was not paying proper rebates to the states.

495. Each defendant purposely concealed its pricing structures, promotional practices and sales figures for the covered drugs.

496. Each defendant's efforts to conceal its pricing structures for the drugs at issue is evidence that it knew that its conduct was fraudulent.

497. Thus, each defendant concealed that (i) its AWP's were highly inflated for the express purpose of causing the City to overpay for the Covered Drugs, (ii) it was manipulating the AWP's of the covered drugs, (iii) the AWP's bore no relationship to the

prices paid for, or the pricing structure of, the Covered Drugs and (iv) it was not accurately reporting its Best Prices and AMPs, and that it was not accurately calculating its Medicaid rebates.

498. Unaware of the true facts about the pricing of the Covered Drugs, and statutorily obligated to a 25% Medicaid contribution, the City has paid and continues to pay for them based upon and in reliance on the AWP.

499. The City has been diligent in pursuing an investigation of the claims asserted in this Complaint. Only in the wake of recent Congressional hearings, DOJ, OIG and HHS reports, and settlements has the City become informed of or placed on notice regarding the extent of defendants' fraudulent conduct.

500. The City has been kept in ignorance of vital information essential to the pursuit of these claims, without any fault or lack of diligence on its part. The City could not reasonably have discovered the fraudulent nature of the published AWP and of the Medicaid rebate amounts calculated by defendants. Because of their knowing, affirmative, and active concealment of the fraudulent nature of pricing information, defendants are estopped from relying on any statutes of limitations.

501. Any applicable statutes of limitations have been tolled by defendants' knowing and active concealment and denial of the facts alleged herein. At all times relevant the defendants have been and are under a continuing duty to disclose to the City that the AWP they reported or caused to be reported bear no relationship to the actual prices paid for their drugs, and that the Medicaid rebates that they pay are reduced by the use of false and inaccurate pricing information.

CLAIMS FOR RELIEF

COUNT I

VIOLATION OF FEDERAL MEDICAID STATUTE, 42 U.S.C. § 1396r-8 (FAILURE TO COMPLY WITH FEDERAL MEDICAID REBATE STATUTE)

502. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

503. Each of the defendant pharmaceutical companies is a manufacturer of a Covered Drug.

504. Pursuant to 42 U.S.C. § 1396r-8, each of the defendant pharmaceutical manufacturers of single source and brand name innovator drugs entered into a rebate agreement with the Medicaid Program pursuant to which the defendant agreed to report its Best Price. Each of the defendant pharmaceutical companies likewise agreed to report its average manufacturers' price or AMP.

505. In keeping with their artificial price inflation scheme, each defendant did not report the actual Best Price or AMP but instead reported incorrect Best Prices and/or AMPs by, *inter alia*, excluding routine discounts, rebates, off-invoice transactions, free samples and other inducements offered to participants in the drug distribution chain that resulted in lower prices than the prices reported to the Medicaid Program.

506. Each of the defendants violated 42 U.S.C. § 1396r-8 by their systematic submission of untrue, incomplete, inaccurate, and misleading information used to determine the amount of rebates under the Medicaid program.

507. As set forth herein, acting with the intent to defraud and in order to obtain authorization to qualify as a provider and to provide specific goods, each defendant

made or caused to be made false statements and incorrect payments while promising that it would comply with the mandates of 42 U.S.C. § 1396r-8.

508. Defendants knew, or by virtue of their position, authority or responsibility should have known, of the falsity of pricing information submitted and that the rebates they were paying were incorrectly calculated.

509. As a result of defendants' inaccurate reporting of Best Price and/or AMPs, defendants did not comply with their obligations pursuant to the Federal Medicaid Rebate statute and the City was deprived of a portion of the rebates to which it was entitled.

COUNT II

VIOLATION OF N.Y. SOCIAL SERVICES LAW § 367(A)(7)(d) (FAILURE TO COMPLY WITH STATE MEDICAID REBATE STATUTE)

510. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

511. Each of the defendant pharmaceutical companies is a manufacturer of a Covered Drug.

512. 42 U.S.C. § 1396r-8 is incorporated by New York State's Medicaid Statute. *See* New York Social Services Law § 367-(a)(7)(d). New York law expressly provides that each of the defendants who have executed a rebate agreement are to be paid pursuant to that agreement.

513. As set forth herein, acting with the intent to defraud and in order to obtain authorization to qualify as a provider and to provide specific goods, each defendant made or caused to be made false statements and incorrect payments while promising that it would comply with the mandates of 42 U.S.C. § 1396r-8.

514. Each of the defendants thereby violated N.Y.Soc. Serv. L. § 367-(a)(7)(d) in that they submitted untrue, incomplete, inaccurate, and misleading information used to determine the amount of reimbursement under the Medicaid program and they paid incorrectly calculated rebates to the states.

515. Defendants knew, or by virtue of their position, authority and responsibility should have known, of the falsity of the pricing information submitted and that the rebates they were paying were incorrectly calculated.

516. As a result of defendants' inaccurate reporting of Best Price and/or AMPs, defendants did not comply with their obligations pursuant to the State Medicaid Rebate statute and the City was deprived of a portion of the rebates to which it was entitled.

COUNT III

VIOLATION OF NEW YORK SOCIAL SERVICES LAW § 145-b (OBTAINING PUBLIC FUNDS BY FALSE STATEMENTS)

517. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

518. New York Social Services Law § 145-b provides that "[i]t shall be unlawful for any person, firm or corporation knowingly by means of a false statement or representation, or by deliberate concealment of any material fact, or other fraudulent scheme or device, on behalf of himself or others, to attempt to obtain or to obtain payment from public funds for ... supplies furnished ... pursuant to" the Medicaid Program.

519. By engaging in the acts and practices described above, defendants have knowingly made false statements and representations or engaged in a fraudulent scheme on behalf of themselves and others, resulting in the overpayment of public funds for

defendants' prescription drugs covered by the New York Medicaid Program in violation of Soc. Serv. L. § 145-b.

520. Defendants conduct violated and continues to violate Social Services Law § 145-b because defendants, and each of them, by means of their false statements and representations and deliberate concealment of material facts attempted to obtain and did in fact obtain payment from public funds for supplies furnished pursuant to this chapter. Defendants made false "statements or representations" under § 145-b(1)(b) because they gave "a [false] report of data which serves as the basis for a claim or a rate of payment."

521. Defendants have "attempted to obtain and did obtain payment from public funds for supplies" under § 145-b(1)(c) because they obtained a portion of public funds from which payment was made, and because "public funds [we]re used to reimburse ... an entity from which payment was obtained." N.Y. Soc. Serv. L. § 145-b.

522. Defendants also have made false statements or representations "on behalf of others...to obtain payment from public funds in violation of N.Y. Soc. Serv. L. § 145-b.

COUNT IV

BREACH OF CONTRACT

523. The City realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

524. As required by 42 U.S.C. § 1396r-8, and to effectuate its purpose of reducing state Medicaid drug expenditures, each defendant entered into a Rebate Agreement with the Secretary of HHS.

525. New York Social Services Law § 367-(a)(7)(D) expressly states that any defendant who has entered into such rebate agreement with HHS, is to be reimbursed pursuant to 42 U.S.C. § 1396r-8.

526. The City, like New York State, was an intended third-party beneficiary of these rebate agreements.

527. As set forth herein, contrary to the express requirements of the Model Rebate Agreements, each defendant did not report accurate Best Prices and AMPs for its drugs or pay correct Medicaid rebates.

528. Rather, each defendant reported false and inflated Best Prices and incorrect AMPs that, among other things, excluded routine discounts, rebates, chargebacks and other inducements and incentives offered to drug selecting entities to create market share.

529. Defendants have therefore breached their rebate agreements and caused massive foreseeable damage to the City, an intended third-party beneficiary of the rebate agreement.

COUNT V

UNFAIR TRADE PRACTICES (Violations of N.Y. Gen. Bus. Law § 349 *et seq.*)

530. The City realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

531. As set forth with particularity herein and in Exhibit A, defendants herein have intentionally and wrongfully reported inaccurate, false and misleading wholesale pricing information for the Covered Drugs.

532. As alleged herein, this AWP scheme was designed to increase demand for defendants' products.

533. Defendants' intentional wrongful acts caused direct damage to tax paying consumers and the City by wrongfully increasing the City's Medicaid burden.

534. The defendants' intentional misconduct has damaged the public and the City taxpayers.

535. New York's Medicaid Statute expressly states, *inter alia*, that "[m]edical assistance for needy persons is hereby declared to be a matter of public concern and a necessity in promoting the public health and welfare." *See* Social Services Law § 363. Defendants' deceptive acts, as described herein, are in direct contravention of this statutorily articulated public policy. Defendants' practices were consumer-oriented and continue to have a broad impact on consumers and the taxpaying public.

536. The City is required by State Law to balance its budget. Every dollar spent on Medicaid is a dollar that cannot be spent elsewhere.

537. Defendants' conduct as alleged in this Complaint constitutes deceptive acts or practices in that:

(a) Defendants have failed to disclose material facts in the conduct of trade or commerce in that they have not disclosed that the wholesale pricing information they submit does not reflect the true average wholesale price of the drug products they sell, and that the "Best Prices" they report are not the actual "Best Prices" offered to other commercial entities, but are instead inflated in order to drive up the prices paid for medications by the City and deny the City proper Medicaid rebates;

(b) Defendants have made false or misleading statements of facts concerning the price of goods in that they have lied about the true wholesale pricing information

and “Best Prices” paid for their medications in order to drive up the prices paid by the City and deny the City proper Medicaid rebates;

(c) Defendants have knowingly made false representations in a transaction by representing that the wholesale pricing information provided is an accurate reflection of the average wholesale price paid for their drugs, and that their reported “best prices” are in fact the “Best Prices” offered to a commercial entity for their drugs; and

(d) Defendants have violated state and federal statutes and regulations relating to the sale or lease of goods including, without limitation, the “Best Price” requirement of the Medicaid statute, New York’s Social Services Law, § 367-a, and § 145-b. These statutory and regulatory violations serve, at minimum, as predicates for the violation of New York’s Gen. Bus. Law § 349.

538. The wrongful conduct alleged in this Complaint occurs and continues to occur in the ordinary course of defendants’ business and has caused great harm to the City and the consumers who live there. The City has suffered actual damages because it has had to overpay millions of dollars in Medicaid pharmacy costs as a direct and proximate result of defendants’ misleading and deceptive practices.

COUNT VI

FRAUD

539. The City realleges and incorporates the preceding paragraphs as if fully set forth herein.

540. As detailed in the Complaint and Exhibit A, defendants have engaged in actual fraudulent reporting of pricing information on which Medicaid reimbursements are based, and have acted intentionally and with actual malice.

541. Defendants have made false representations with knowledge of their falsity, have concealed material facts with the purpose of overcharging the City and the City has relied upon such misrepresentations. Direct, proximate and foreseeable injury has occurred as a result of such foreseeable and statutorily required reliance.

542. Defendants also had knowledge of facts or intentionally disregarded facts that created a high probability of injury to the City participants, and deliberately proceeded to act in conscious or intentional disregard of, or with indifference to, the high probability of this injury.

543. New York's Social Service Law § 366-b expressly provides that "any person who, with intent to defraud, presents for allowance or payment any false or fraudulent claim for furnishing services or merchandise, or who knowingly submits false information for the purpose of obtaining greater compensation than that to which he is legally entitled for furnishing services or merchandise, or knowingly submits false information for the purpose of obtaining authorization of furnishing services or merchandise under this title, shall be guilty of a class A misdemeanor..."

544. Defendants' knowing and intentional submission of inflated AWP's or other wholesale pricing data to publishers for the express purpose of effectuating the AWP scheme alleged herein, and their knowing and intentional failures to report accurate Best Prices and/or AMPs and failure to pay correct Medicaid rebates constitute intentional frauds pursuant to common law and New York Social Services Law § 366-b.

COUNT VII

UNJUST ENRICHMENT

545. The City realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

546. To the extent the court determines there is no contractual relationship between the City and the defendants, as a direct and proximate result of the unlawful conduct described above, defendants have been and will continue to be unjustly enriched.

547. Defendants have benefited from their unlawful acts through the increased sale of Covered Drugs with the greatest spread. It would be inequitable for defendants to retain any of their ill-gotten gains earned as a result of the scheme alleged herein, which gains would not exist but for the overpayments made by the City and other Medicaid payors.

548. The City is entitled to an accounting and the establishment of a constructive trust consisting of all overcharges paid by the City for covered drugs.

PRAYER FOR RELIEF

WHEREFORE, plaintiff the City prays for judgment against each and every defendant, jointly and severally, as follows:

549. Adjudging and decreeing that defendants engaged in the intentional fraudulent conduct alleged herein in violation of N.Y. Soc. Serv. L. §§ 367(a)(7)(d), 366-b, 145-b and 42 U.S.C. § 1396r-8;

550. Awarding the City actual, statutory, treble and all other available money damages, with interest, for defendants' violation of N.Y. Gen. Bus. Law § 349 in an amount to be determined at trial;

551. Awarding the City actual, statutory, treble, punitive and all other available money damages, with interest, for defendants' violation of N.Y. Soc. Serv. L. § 145-b in an amount to be determined at trial;

552. Awarding the City actual and compensatory damages in an amount to be determined at trial, with interest, for defendants' breach of contract;

553. Awarding the City actual and punitive damages in an amount to be determined at trial, with interest, for defendants' intentional fraud in respect of matters of significant public interest;

554. Ordering defendants each to prepare an accounting to determine the amounts defendants have illegally profited at the City's expense, and disgorgement to the City of such monies, with interest;

555. Imposing a constructive trust and ordering defendants to pay restitution to the City in the amount the City has been overcharged for Covered Drugs, with interest;

556. Awarding plaintiff the costs of the suit, including costs, reasonable attorneys' and experts' fees pursuant to N.Y. Gen. Bus. Law § 349, N.Y. Soc. Serv. L. § 145-b, and any other applicable federal and state claims.

557. Such other further and different relief as the Court deems just and

proper.

Dated: August 3, 2004.

Respectfully submitted,

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EXHIBIT A

Defendant Manufacturer
Group*

Individual Defendant Entity

Formulary Code

Drug Type

Drug Dosage

Frequency/Unit

Quantity

Fraudulent Per Unit AMP

TOTAL Amount Paid by Medicaid

NYC Share

* This column notes which NYC drugs are set at issue in other proceedings in this MDL. "AMOC" refers to the Class complaint, "S" refers to Suffolk County Action, "W" refers to the Westchester County action, "R" refers to the Rockland County action, "MA" refers to the Massachusetts AG action, "PA" refers to the Pennsylvania AG action.

ABBOTT LABORATORIES

Abbott Laboratories	00074120001	CALCIEX	CALCIEX	INJ 1MCG/ML	TBD	TBD	TBD	\$8,798.72	\$2,199.88
Abbott Laboratories	00074911001	CALCIEX	CALCIEX	INJ 1MCG/ML	100	\$14.55	\$1,455.00	\$1,455.00	\$1,455.00
Abbott Laboratories	00074121001	CALCIEX	CALCIEX	INJ 2MCG/ML	TBD	TBD	TBD	\$218.47	\$54.02
Abbott Laboratories	00074405101	CLINDAMYCIN	CLINDAMYCIN	INJ 150MG/ML	25	\$4.31	\$2,200.78	\$557.70	\$557.70
Abbott Laboratories	00074405201	CLINDAMYCIN	CLINDAMYCIN	INJ 150MG/ML	25	\$8.48	\$739.47	\$184.62	\$184.62
Abbott Laboratories	00074405302	CLINDAMYCIN	CLINDAMYCIN	INJ 150MG/ML	25	\$4.95	\$135.45	\$33.86	\$33.86
Abbott Laboratories	00074405503	CLINDAMYCIN	CLINDAMYCIN	INJ 150MG/ML	25	\$11.76	\$2,694.00	\$666.00	\$666.00
Abbott Laboratories	00074419701	CLINDAMYCIN	CLINDAMYCIN	INJ 150MG/ML	1	\$57.76	\$2,614.52	\$728.71	\$728.71
Abbott Laboratories	00074630430	ERYTAB	ERYTAB	TAB 250MG EC	TBD	TBD	TBD	\$39.15	\$9.79
Abbott Laboratories	00074630453	ERYTAB	ERYTAB	TAB 250MG EC	TBD	TBD	TBD	\$2,357.26	\$621.23
Abbott Laboratories	00074630415	ERYTAB	ERYTAB	TAB 250MG EC	TBD	TBD	TBD	\$8,584.50	\$2,222.67
Abbott Laboratories	00074632030	ERYTAB	ERYTAB	TAB 333MG EC	TBD	TBD	TBD	\$132.56	\$33.14
Abbott Laboratories	00074632053	ERYTAB	ERYTAB	TAB 333MG EC	TBD	TBD	TBD	\$4,311.73	\$1,121.94
Abbott Laboratories	00074632013	ERYTAB	ERYTAB	TAB 333MG EC	TBD	TBD	TBD	\$32,633.98	\$8,531.52
Abbott Laboratories	00074632113	ERYTAB	ERYTAB	TAB 500MG EC	TBD	TBD	TBD	\$1,732.54	\$448.18
Abbott Laboratories	00074634641	ERYTHROCIN	ERYTHROCIN	TAB 250MG	40	\$0.15	\$6.19	\$6.19	\$9.06
Abbott Laboratories	00074634616	ERYTHROCIN	ERYTHROCIN	TAB 250MG	1000	\$0.13	\$63.45	\$13.36	\$13.36
Abbott Laboratories	00074634653	ERYTHROCIN	ERYTHROCIN	TAB 250MG	100	\$0.17	\$66.29	\$16.57	\$16.57
Abbott Laboratories	00074634653	ERYTHROCIN	ERYTHROCIN	TAB 250MG	500	\$0.14	\$2,128.05	\$561.63	\$561.63
Abbott Laboratories	00074634620	ERYTHROCIN	ERYTHROCIN	TAB 250MG	100	\$0.15	\$7,047.42	\$1,831.67	\$1,831.67
Abbott Laboratories	00074631613	ERYTHROCIN	ERYTHROCIN	TAB 500MG	100	\$0.26	\$13,110.51	\$3,431.31	\$3,431.31
Abbott Laboratories	00567005801	FLOMAX	FLOMAX	CAP 0.4MG	100	\$1.70	\$6,110.29	\$1,695.15	\$1,695.15
Abbott Laboratories	00074127404	FUROSEMIDE	FUROSEMIDE	INJ 40MG/ML	TBD	TBD	TBD	\$6.56	\$1.54
Abbott Laboratories	00074163910	FUROSEMIDE	FUROSEMIDE	INJ 10MG/ML	10	\$4.24	\$42.25	\$10.56	\$10.56
Abbott Laboratories	00074510102	FUROSEMIDE	FUROSEMIDE	INJ 10MG/ML	25	\$6.77	\$255.07	\$63.77	\$63.77
Abbott Laboratories	00074510104	FUROSEMIDE	FUROSEMIDE	INJ 10MG/ML	25	\$1.06	\$50.79	\$12.70	\$12.70
Abbott Laboratories	00074510202	FUROSEMIDE	FUROSEMIDE	INJ 10MG/ML	25	\$0.75	\$20.66	\$5.17	\$5.17
Abbott Laboratories	00074510204	FUROSEMIDE	FUROSEMIDE	INJ 10MG/ML	25	\$0.89	\$67.08	\$17.34	\$17.34
Abbott Laboratories	00074510211	FUROSEMIDE	FUROSEMIDE	INJ 10MG/ML	TBD	TBD	TBD	\$34.74	\$8.69
Abbott Laboratories	00074563194	FUROSEMIDE	FUROSEMIDE	INJ 10MG/ML	10	\$2.73	\$57.28	\$14.32	\$14.32
Abbott Laboratories	00074589977	KALETRA	KALETRA	CAP	100	\$3.91	\$31,555.07	\$7,810.89	\$7,810.89
Abbott Laboratories	00074589946	KALETRA	KALETRA	SO	1	\$35.75	\$1,295.89	\$324.70	\$324.70
Abbott Laboratories	00567002901	MOBIC	MOBIC	TAB 7.5	100	\$2.18	\$1,982.86	\$487.12	\$487.12
Abbott Laboratories	00567003001	MOBIC	MOBIC	TAB 15MG	100	\$2.41	\$493.02	\$125.09	\$125.09
Abbott Laboratories	00074633322	NORVIR	NORVIR	CAP 100MG SG	120	\$257.16	\$4,782.67	\$1,206.39	\$1,206.39

EXHIBIT A

Defendant Manufacturer Group

Defendant Manufacturer Group	Individual Defendant Entry	Formular Code	Drug Type	Drug Description	Excluded Entry	Quantity	Unit Price	Total Amount	NYC Share
Abbott Laboratories	00074154063	NORVIR	NORVIR	SOL 800MG	\$360.05	1	\$360.05	\$744,732.70	\$168,635.73
Abbott Laboratories	00074376960	OMNICEF	OMNICEF	CAP 300MG	\$250.30	60	\$4.28	\$962,052.13	\$396,543.70
Abbott Laboratories	00074377160	OMNICEF	OMNICEF	SUS 125MG/5	\$42.39	1	\$42.39	\$331,762.01	\$82,454.61
Abbott Laboratories	00074376930	OMNICEF	OMNICEF	CAP 300MG	\$128.44	30	\$4.28	\$50,069.26	\$13,525.98
Abbott Laboratories	00071200318	OMNICEF	OMNICEF	SUS 125MG/5	TBD	TBD	TBD	\$18,340.58	\$4,637.85
Abbott Laboratories	00071006720	OMNICEF	OMNICEF	CAP 300MG	TBD	TBD	TBD	\$15,259.50	\$3,984.93
Abbott Laboratories	00071200616	OMNICEF	OMNICEF	SUS 125MG/5	TBD	TBD	TBD	\$14,801.02	\$3,731.26
Abbott Laboratories	00074377113	OMNICEF	OMNICEF	SUS 125MG/5	\$67.10	1	\$67.10	\$675,450.18	\$169,720.57
Abbott Laboratories	00074401360	TRICOR	TRICOR	TAB 160MG	\$252.60	90	\$2.56	\$1,394,964.62	\$361,578.13
Abbott Laboratories	00074400990	TRICOR	TRICOR	TAB 54MG	\$77.94	90	\$0.86	\$241,364.17	\$63,525.07
Abbott Laboratories	00074541590	TRICOR	TRICOR	CAP 200MG	\$232.60	90	\$2.58	\$64,042.76	\$16,409.50
Abbott Laboratories	00074434290	TRICOR	TRICOR	CAP 67MG	\$77.54	90	\$0.86	\$27,741.14	\$7,102.94
Abbott Laboratories	00074544790	TRICOR	TRICOR	CAP 134MG	TBD	TBD	TBD	\$2,872.38	\$731.39
Abbott Pharm	00074259660	BLAXIN	BLAXIN	TAB 500MG	\$246.58	60	\$4.14	\$3,452,249.35	\$941,543.05
Abbott Pharm	00074316560	BLAXIN	BLAXIN XL	TAB	\$275.26	60	\$4.58	\$764,773.36	\$205,482.34
Abbott Pharm	00074336860	BLAXIN	BLAXIN	TAB 250MG	\$248.58	60	\$4.14	\$579,343.72	\$147,751.76
Abbott Pharm	00074318913	BLAXIN	BLAXIN	SUS 2505ML	\$71.61	1	\$71.61	\$570,469.35	\$142,121.63
Abbott Pharm	00074316541	BLAXIN	BLAXIN XL	TAB	\$254.75	56	\$4.55	\$238,693.43	\$66,042.06
Abbott Pharm	00074316313	BLAXIN	BLAXIN	SUS 1255ML	\$37.57	1	\$37.57	\$214,802.96	\$53,557.49
Abbott Pharm	00074318650	BLAXIN	BLAXIN	SUS 2505ML	\$38.60	1	\$38.60	\$66,116.92	\$17,012.82
Abbott Pharm	00074316350	BLAXIN	BLAXIN	SUS 1255ML	\$20.31	1	\$20.31	\$34,806.09	\$8,572.89
Abbott Pharm	00074259641	BLAXIN	BLAXIN	TAB 500MG	TBD	TBD	TBD	\$1,646.84	\$402.84
AMCO, S.W.R.	00074621513	DEPAKOTE	DEPAKOTE	TAB 500MG EC	\$181.63	100	\$1.82	\$9,316,439.52	\$2,201,014.54
Abbott Pharm	00074621413	DEPAKOTE	DEPAKOTE	TAB 250MG EC	\$90.48	100	\$0.88	\$4,900,028.58	\$1,108,735.05
Abbott Pharm	00074712613	DEPAKOTE	DEPAKOTE ER TAB 500MGSR	TBD	TBD	TBD	\$1.75	\$2,250,146.73	\$585,455.81
Abbott Pharm	00074621553	DEPAKOTE	DEPAKOTE	TAB 500MG EC	\$908.14	500	\$1.82	\$1,763,544.61	\$427,761.42
Abbott Pharm	00074611413	DEPAKOTE	DEPAKOTE SPR CAP 125 MG	TBD	TBD	TBD	\$0.50	\$1,028,036.11	\$250,800.88
Abbott Pharm	00074621453	DEPAKOTE	DEPAKOTE	TAB 250MG EC	\$492.40	500	\$0.98	\$960,713.43	\$235,641.50
Abbott Pharm	00074621213	DEPAKOTE	DEPAKOTE	TAB 125MG	\$50.15	100	\$0.50	\$234,689.35	\$58,893.27
Abbott Pharm	00074382613	DEPAKOTE	DEPAKOTE ER 250MG TAB SA	\$174.78	100	\$1.75	\$576.83	\$144.21	\$144.21
Abbott Laboratories	00074155901	ZEPLAR	ZEPLAR	INJ 500MG/ML	\$2,641.38	100	\$26.41	\$683,454.01	\$249,722.12
Abbott Laboratories	00074155902	ZEPLAR	ZEPLAR	INJ 500MG/ML	\$5,282.76	100	\$52.83	\$144,986.56	\$36,247.14
Abbott Laboratories	00074453701	ZEPLAR	ZEPLAR	INJ 200MG/ML	\$1,059.88	100	\$10.57	\$24,148.07	\$6,210.74
Abbott Laboratories	00074453701	ZEPLAR	ZEPLAR	INJ 200MG/ML	\$1,059.88	100	\$10.57	\$24,148.07	\$6,210.74
ALCON LABORATORIES, INC.	00065056505	CILIOXAN	CILIOXAN	SOL 0.3% OP	\$36.24	1	\$36.24	\$701,753.36	\$182,197.25
Alcon Ophthalmic	00065056535	CILIOXAN	CILIOXAN	SOL 0.3% OP	\$40.56	1	\$40.56	\$164,081.21	\$41,564.95
Alcon Ophthalmic	00065056510	CILIOXAN	CILIOXAN	SOL 0.3% OP	\$72.24	1	\$72.24	\$23,438.03	\$31,598.75
Alcon Ophthalmic	00065056525	CILIOXAN	CILIOXAN	SOL 0.3% OP	\$19.20	1	\$19.20	\$46,121.30	\$11,955.28

EXHIBIT A

Defendant Manufacturer Group

Individual Defendant Entry	Formulary Code	Drug Type	Drug/Device	Quantity	Unit Price	Unit Price	Quantity	Unit Price	Total Amount	NYC Share
Alcon Ophthalmic	00060627105	PATANOI	SOL 0.1% OP	1	\$61.74	\$61.74	1	\$61.74	\$61.74	\$1,026,670.97
Alcon Ophthalmic	00060604705	TOBRADEX	SUS OP	1	\$43.44	\$43.44	1	\$43.44	\$43.44	\$239,764.05
Alcon Ophthalmic	00060604835	TOBRADEX	CON OP	1	\$47.10	\$47.10	1	\$47.10	\$47.10	\$126,634.78
Alcon Ophthalmic	00060604710	TOBRADEX	SUS OP	1	\$82.80	\$82.80	1	\$82.80	\$82.80	\$59,386.43
Alcon Ophthalmic	00060604725	TOBRADEX	SUS OP	1	\$21.72	\$21.72	1	\$21.72	\$21.72	\$10,436.67
TOTAL ALCON LABORATORIES										\$1,444,992.87

ALLERGAN, INC.

Allegan	00023218105	ACULAR	SOL 0.5% OP	1	\$53.56	\$53.56	1	\$53.56	\$53.56	\$245,846.82
Allegan	00023218110	ACULAR	SOL 0.5% OP	1	\$107.10	\$107.10	1	\$107.10	\$107.10	\$155,639.14
Allegan	00023218103	ACULAR	SOL 0.5% OP	1	\$32.13	\$32.13	1	\$32.13	\$32.13	\$9,456.62
TOTAL ALLERGAN, INC.										\$410,942.58
Allegan	00023917715	ALPHAGAN	SOL 0.15%	1	\$64.83	\$64.83	1	\$64.83	\$64.83	\$397,263.08
Allegan	00023966515	ALPHAGAN	SOL 0.2%	1	\$108.80	\$108.80	1	\$108.80	\$108.80	\$1,124,651.29
Allegan	00023917710	ALPHAGAN	SOL 0.15%	1	\$63.18	\$63.18	1	\$63.18	\$63.18	\$638,674.93
Allegan	00023917705	ALPHAGAN	SOL 0.15%	1	\$31.61	\$31.61	1	\$31.61	\$31.61	\$154,282.43
Allegan	00023966505	ALPHAGAN	SOL 0.2%	1	\$36.28	\$36.28	1	\$36.28	\$36.28	\$153,002.05
Allegan	00023966510	ALPHAGAN	SOL 0.2%	1	\$72.48	\$72.48	1	\$72.48	\$72.48	\$138,280.23
TOTAL ALLERGAN, INC.										\$2,318,554.78
Allegan	00023918705	LUMIGAN	SOL 0.03%	1	\$100.25	\$100.25	1	\$100.25	\$100.25	\$306,314.71
Allegan	00023918703	LUMIGAN	SOL 0.03%	1	\$50.13	\$50.13	1	\$50.13	\$50.13	\$172,585.89
Allegan	00023918707	LUMIGAN	SOL 0.03% EYE DROPS	1	TBD	TBD	1	TBD	TBD	\$3,826.07
TOTAL ALLERGAN, INC.										\$482,726.67

ALPHARMA, INC.

Alpharma	00472092616	ALBUTEROL	SYP 2MG/5ML	1	\$40.15	\$40.15	1	\$40.15	\$40.15	\$775,061.92
Alpharma	00472093123	ALBUTEROL	NEB 0.085%	1	\$30.90	\$30.90	1	\$30.90	\$30.90	\$172,153.11
Alpharma	00472093160	ALBUTEROL	NEB 0.083%	1	\$74.16	\$74.16	1	\$74.16	\$74.16	\$19,529.27
Alpharma	00472093130	ALBUTEROL	NEB 0.083%	1	\$37.06	\$37.06	1	\$37.06	\$37.06	\$8,909.50
Alpharma	00472092504	ALBUTEROL	SYP 2MG/5ML	1	\$11.07	\$11.07	1	\$11.07	\$11.07	\$1,509.71
Alpharma	00472092505	ALBUTEROL	SYP 2MG/5ML	1	\$19.36	\$19.36	1	\$19.36	\$19.36	\$166.12
TOTAL ALPHARMA, INC.										\$1,062,831.68
Alpharma	00472127016	IBUPROFEN	SUS 100MG/5ML	1	\$24.28	\$24.28	1	\$24.28	\$24.28	\$514,364.93
Alpharma	00472127084	IBUPROFEN	SUS 100MG/5ML	1	\$7.26	\$7.26	1	\$7.26	\$7.26	\$97,417.45
TOTAL ALPHARMA, INC.										\$511,782.38
Alpharma	00378156001	PHENYTOIN	EX CAP 100MG	1	TBD	TBD	1	TBD	TBD	\$139,564.67
Alpharma	00378156010	PHENYTOIN	EX CAP 100MG	1	TBD	TBD	1	TBD	TBD	\$139,564.67
TOTAL ALPHARMA, INC.										\$279,129.34
Purpac Pharm Co	00228300311	CLOXAZEPAM	TAB 0.5MG	100	\$0.76	\$0.76	100	\$0.76	\$79,710.71	\$20,274.58
Purpac Pharm Co	00228300450	CLOXAZEPAM	TAB 1MG	500	\$0.81	\$0.81	500	\$0.81	\$70,515.46	\$17,828.16
Purpac Pharm Co	00228300350	CLOXAZEPAM	TAB 0.5MG	600	\$35.25	\$35.25	600	\$35.25	\$93,473.74	\$16,713.96
Purpac Pharm Co	00228300411	CLOXAZEPAM	TAB 1MG	100	\$65.51	\$65.51	100	\$65.51	\$6,551.00	\$1,653.19
TOTAL PURPAC PHARM CO										\$136,573.93

EXHIBIT A

Defendant Manufacturer										
Group	Individual Defendant Entry	Formulary Code	Dose Type	Drug Yr Dosage	Equivalent AMP	Quantity	Wholesale Price by Unit/Vol	Total Amount Paid by Medicaid	NYC Share	
AMCZ	Amox Corp	62037060005	CARTIA	CARTIA XT CAP 300/24HR	\$1,328.11	500	\$2.56	\$5,747.53	\$1,436.66	
	Amox Corp	62037059810	CARTIA	CARTIA XT CAP 160/24HR	\$1,311.60	1000	\$1.31	\$232.55	\$68.14	
	Amox Corp	62037059810	CARTIA	CARTIA XT CAP 240/24HR	\$1,890.60	1000	\$1.86	\$109.48	\$27.37	
	CARTIA TOTAL								\$1,200,752.68	
	Amox Corp	62037095501	FAMOTIDINE	FAMOTIDINE TAB 20MG	\$174.00	100	\$1.74	\$359,342.21	\$82,824.27	
	Amox Corp	62037095510	FAMOTIDINE	FAMOTIDINE TAB 20MG	\$1,739.99	1000	\$1.74	\$170,905.16	\$43,335.43	
	Amox Corp	62037095601	FAMOTIDINE	FAMOTIDINE TAB 40MG	\$336.29	100	\$3.36	\$33,171.40	\$9,661.02	
	Amox Corp	62037095610	FAMOTIDINE	FAMOTIDINE TAB 40MG	\$3,962.95	1000	\$3.96	\$13,411.70	\$3,231.60	
	FAMOTIDINE TOTAL								\$438,315.39	
	Amox Corp	62037067401	METFORMIN	METFORMIN TAB 500MG	\$70.43	100	\$0.70	\$699,935.94	\$171,289.67	
Amox Corp	62037067601	METFORMIN	METFORMIN TAB 1000MG	\$143.08	100	\$1.43	\$569,520.94	\$148,454.44		
Amox Corp	62037067501	METFORMIN	METFORMIN TAB 850MG	\$119.73	100	\$1.20	\$224,620.06	\$176,082.80		
Amox Corp	62037067405	METFORMIN	METFORMIN TAB 500MG	\$352.14	500	\$0.70	\$122.08	\$30.52		
METFORMIN TOTAL								\$4,580,735.55		
TOTAL - AMOX CORPORATION										
\$1,461,728.63										
ASTRAZENECA	AstraZeneca	00310040160	ACCOLATE	TAB 10MG	\$70.85	60	\$1.18	\$28,644.05	\$7,222.48	
	AstraZeneca	00310040250	ACCOLATE	TAB 20MG	\$70.85	60	\$1.18	\$97,425.69	\$14,700.86	
AMCZ	AstraZeneca	0016001631	ATAFAND	TAB 16MG	\$40.26	30	\$1.34	\$741,323.73	\$196,440.21	
	AstraZeneca	0016002331	ATAFAND	TAB 32MG	\$54.45	30	\$1.82	\$726,664.52	\$190,309.60	
AMCZ	AstraZeneca	0016000631	ATAFAND	TAB 8MG	\$40.26	30	\$1.34	\$187,989.68	\$4,616.16	
	AstraZeneca	0016001654	ATAFAND	TAB 16MG	\$120.78	90	\$1.34	\$88,589.85	\$23,700.56	
AMCZ	AstraZeneca	00160023254	ATAFAND	TAB 32MG	\$163.38	90	\$1.82	\$74,162.71	\$18,177.46	
	AstraZeneca	0016000431	ATAFAND	TAB 4MG	\$40.26	30	\$1.34	\$51,680.28	\$14,202.24	
AMCZ	AstraZeneca	00160032254	ATAFAND HCT	TAB 32-12.5	TBD		TBD	\$530,893.38	\$132,890.93	
	AstraZeneca	00160016254	ATAFAND HCT	TAB 16-12.5	\$163.38	90	\$1.82	\$288,043.05	\$76,893.00	
AMCZ	AstraZeneca	00310070530	CASODEX	TAB 50 MG	\$12.87	1	\$12.87	\$2,054,728.30	\$508,644.18	
	AstraZeneca	00310070510	CASODEX	TAB 50 MG	\$1,286.67	100	\$12.87	\$351,644.21	\$88,168.92	
AMCZ	AstraZeneca	0016004031	NEXIUM	CAP 40MG	\$124.33	30	\$4.14	\$16,881,443.74	\$4,473,702.07	
	AstraZeneca	0016002031	NEXIUM	CAP 20MG	\$124.33	30	\$4.14	\$2,896,934.50	\$734,238.87	
AMCZ	AstraZeneca	0016004054	NEXIUM	CAP 40MG	\$373.01	90	\$4.14	\$452,267.57	\$123,705.57	
	AstraZeneca	0016002054	NEXIUM	CAP 20MG	\$373.01	90	\$4.14	\$81,594.81	\$21,365.22	
AMCZ	AstraZeneca	0016004052	NEXIUM	CAP 40MG	\$4,144.46	1000	\$4.14	\$28,545.03	\$6,953.77	
	AstraZeneca	0016002052	NEXIUM	CAP 20MG	\$4,144.46	1000	\$4.14	\$2,891.25	\$715.31	
AMCZ	AstraZeneca	00160045258	PLENDIL	TAB 10MG CR	\$202.30	100	\$2.02	\$661,509.50	\$161,212.92	
	AstraZeneca	00160045231	PLENDIL	TAB 10MG CR	\$90.56	30	\$2.02	\$466,753.54	\$129,628.42	
AMCZ	AstraZeneca	00160045158	PLENDIL	TAB 5 MG CR	\$112.58	100	\$1.13	\$521,235.36	\$111,687.57	
	AstraZeneca	00160045131	PLENDIL	TAB 5 MG CR	\$33.77	30	\$1.13	\$235,694.90	\$64,644.53	
AMCZ	AstraZeneca	00160045098	PLENDIL	TAB 2.5MG CR	\$112.58	100	\$1.13	\$63,710.76	\$16,733.86	
	AstraZeneca	00160045031	PLENDIL	TAB 2.5MG CR	\$33.77	30	\$1.13	\$49,246.11	\$13,113.01	
PLENDIL TOTAL										
\$17,132,232.33										

EXHIBIT A

Defendant Manufacturer

Group	Individual Defendant Entity	Formulary Code	Drug Type	Drug Description	Manufacturer	Quantity	Unit Price	Total Amount	NYC Share
AMCC, S.W.R.	Astra Zeneca	00186074231	PRILASEC	PRILASEC CAP 20MG CR	\$132.90	30	\$4.43	\$29,382.85	\$7,965,651.53
	Astra Zeneca	00186074282	PRILASEC	PRILASEC CAP 20MG CR	\$442.96	100	\$4.43	\$2,972,213.52	\$749,684.74
	Astra Zeneca	00186074331	PRILASEC	PRILASEC CAP 40MG CR	\$190.70	30	\$6.38	\$2,420,087.94	\$630,691.02
	Astra Zeneca	00186074368	PRILASEC	PRILASEC CAP 40MG CR	\$656.09	100	\$6.35	\$3,133,133.47	\$87,394.30
	Astra Zeneca	00186074368	PRILASEC	PRILASEC CAP 40MG CR	\$399.05	100	\$3.96	\$68,144.21	\$17,322.19
	Astra Zeneca	00186074382	PRILASEC	PRILASEC CAP 40MG CR	\$3,909.49	1000	\$3.97	\$2,201.64	\$550.99
	Astra Zeneca	00186074382	PRILASEC	PRILASEC CAP 40MG CR	\$6,359.91	1000	\$6.35	\$1,975.03	\$494.76
	Astra Zeneca	00186196804	PULMICORT	PULMICORT SUS 2.5MG/2ML	\$126.00	30	\$4.20	\$3,959,959.04	\$996,784.79
	Astra Zeneca	00186198924	PULMICORT	PULMICORT SUS 5MG/2ML	\$126.00	30	\$4.20	\$3,532,161.01	\$883,135.87
	Astra Zeneca	00186091542	PULMICORT	PULMICORT AER 200MCG	\$129.43	1	\$129.43	\$1,772,804.72	\$449,659.58
AMCC, W.R.	Astra Zeneca	00186107009	RHINOCORT	RHINOCORT SUS AQUA	\$60.42	1	\$60.42	\$3,116,556.47	\$838,097.59
	Astra Zeneca	00186107509	RHINOCORT	RHINOCORT AER 32MCG	\$43.31	1	\$43.31	\$602,283.07	\$157,206.16
	Astra Zeneca	00186107008	RHINOCORT	RHINOCORT SUS AQUA	TBD		TBD	\$154,077.53	\$41,024.71
	Astra Zeneca	00310027210	SEROCUCEL	SEROCUCEL TAB 200MG	\$505.61	100	\$5.06	\$7,927,898.76	\$1,950,328.73
	Astra Zeneca	00310027110	SEROCUCEL	SEROCUCEL TAB 100MG	\$288.01	100	\$2.88	\$6,278,316.75	\$1,595,766.18
	Astra Zeneca	00310027510	SEROCUCEL	SEROCUCEL TAB 25MG	\$147.26	100	\$1.47	\$6,066,216.54	\$1,269,167.56
	Astra Zeneca	00310027490	SEROCUCEL	SEROCUCEL TAB 300MG	\$433.14	80	\$7.22	\$1,594,583.13	\$403,209.89
	Astra Zeneca	00186109205	TOPROL	TOPROL XL TAB 100MG	\$97.96	100	\$0.98	\$3,060,775.00	\$769,725.02
	Astra Zeneca	00186109005	TOPROL	TOPROL XL TAB 50MG	\$65.20	100	\$0.65	\$2,696,920.88	\$669,889.87
	Astra Zeneca	00186109405	TOPROL	TOPROL XL TAB 200MG	\$195.85	100	\$1.96	\$1,830,514.42	\$465,084.70
AMCC, R	Astra Zeneca	00186108905	TOPROL	TOPROL XL TAB 25MG	\$55.20	100	\$0.55	\$761,395.40	\$198,004.45
	Astra Zeneca	00310014210	ZESTORETIC	ZESTORETIC TAB 20-12.5	\$128.16	100	\$1.28	\$452,768.81	\$116,924.31
	Astra Zeneca	00310014510	ZESTORETIC	ZESTORETIC TAB 20-25MG	\$129.71	100	\$1.30	\$422,769.02	\$109,810.45
	Astra Zeneca	00310014110	ZESTORETIC	ZESTORETIC TAB 10/12.5	\$118.39	10	\$1.18	\$212,584.09	\$55,779.20
	Astra Zeneca	00310013410	ZESTRIL	ZESTRIL TAB 40MG	\$168.12	100	\$1.68	\$1,092,626.38	\$275,346.82
	Astra Zeneca	00310013210	ZESTRIL	ZESTRIL TAB 20MG	\$113.59	100	\$1.14	\$982,777.83	\$255,007.14
	Astra Zeneca	00310013110	ZESTRIL	ZESTRIL TAB 10MG	\$108.10	100	\$1.06	\$953,561.00	\$250,279.18
	Astra Zeneca	00310013010	ZESTRIL	ZESTRIL TAB 5MG	\$102.76	100	\$1.03	\$452,348.25	\$119,118.43
	Astra Zeneca	00310013310	ZESTRIL	ZESTRIL TAB 30MG	\$160.81	100	\$1.61	\$106,406.41	\$27,436.52
	Astra Zeneca	00310013510	ZESTRIL	ZESTRIL TAB 2.5MG	\$69.65	100	\$0.69	\$74,366.28	\$19,674.05
AMCC, S.W.R.	Astra Zeneca	00310013134	ZESTRIL	ZESTRIL TAB 10MG	\$105.107	1000	\$1.05	\$41,563.31	\$11,098.55
	Astra Zeneca	00310013234	ZESTRIL	ZESTRIL TAB 20MG	\$112.439	1000	\$1.12	\$16,529.96	\$4,226.41
	Astra Zeneca	00310013034	ZESTRIL	ZESTRIL TAB 5MG	\$103.74	1000	\$1.02	\$9,730.64	\$2,500.65
	Astra Zeneca	00310013173	ZESTRIL	ZESTRIL TAB 10MG	\$3,118.76	3000	\$1.04	\$3,633.80	\$899.24
	Astra Zeneca	00310013273	ZESTRIL	ZESTRIL TAB 20MG	\$3,340.44	3000	\$1.11	\$1,302.78	\$344.66
	Astra Zeneca	00310086130	ZOLADEX	ZOLADEX INJ 10 8MG	\$1,409.96	1	\$1,409.96	\$415,433.20	\$110,487.55
	Astra Zeneca	00310086036	ZOLADEX	ZOLADEX INJ 8MG	\$409.99	1	\$409.99	\$298,654.82	\$77,776.54
	Astra Zeneca	00310021020	ZOMIG	ZOMIG TAB 2.5MG	\$68.19	6	\$14.70	\$618,767.19	\$162,634.21
	Astra Zeneca	00310021125	ZOMIG	ZOMIG TAB 5MG	\$60.15	3	\$16.72	\$456,752.48	\$121,767.50
	Astra Zeneca	00310020926	ZOMIG	ZOMIG ZMT TAB 2.5 MG	\$68.19	6	\$14.70	\$50,488.66	\$21,002.82

EXHIBIT A

Defendant Manufacturer									
Group*	Individual Defendant Entity	Exemption Code	Drug Type	Drug w/ Dosage	Frequency/AMP	Quantity	Unit AMP	Expi. by Manufacturer	NYC Share
AMCC	Asin Zeneza	0031002121	ZOVIG	ZOVIG ZMT 5MG TABLET	\$50.15	3	\$18.72	\$1,681.14	\$1,638.48
									\$150.00 (9%)
TOTAL - ASTRAZENECA									
AVEENTIS GROUP									
AMCC	Aventis Pharm	00088109047	ALLEGRA-D	TAB 60-120ER	\$132.36	100	\$1.32	\$2,354,200.62	\$664,072.18
	Aventis Pharm	00088108085	ALLEGRA-D	TAB 60-120ER	\$601.94	500	\$1.32	\$54,331.30	\$14,748.08
			ALLEGRA-D TOTAL						\$678,820.26
AMCC	Aventis Pharm	00035022310	AMARYL	TAB 4MG	\$67.47	100	\$0.67	\$1,591,351.06	\$415,545.62
	Aventis Pharm	00035022210	AMARYL	TAB 2MG	\$48.37	100	\$0.46	\$396,353.46	\$103,463.69
	Aventis Pharm	00035022110	AMARYL	TAB 1MG	\$28.62	100	\$0.29	\$97,259.78	\$22,523.44
			AMARYL TOTAL						\$535,332.75
AMCC	Aventis Pharm	00088120869	ANZEMET	INJ 20MG/ML	\$116.08	6	\$19.68	\$165.44	\$41.36
	Aventis Pharm	00088120329	ANZEMET	TAB 100MG	\$381.20	5	\$76.24	\$71,467.01	\$18,593.94
	Aventis Pharm	00088120305	ANZEMET	TAB 100MG	\$381.20	5	\$76.24	\$439,356.97	\$111,290.01
	Aventis Pharm	00088120205	ANZEMET	TAB 50MG	\$287.80	5	\$57.52	\$2,946.17	\$661.54
AMCC, RA	Aventis Pharm	00088120229	ANZEMET	TAB 50MG	\$287.80	5	\$57.52	\$13,531.12	\$3,047.06
			ANZEMET TOTAL						\$15,586.13
	Aventis Pharm	00088216130	ARAVA	TAB 20MG	\$277.46	30	\$8.05	\$1,280,007.55	\$332,092.87
	Aventis Pharm	00088216030	ARAVA	TAB 10MG	\$277.46	30	\$8.05	\$181,448.09	\$49,771.03
AMCC	Aventis Pharm	00088216203	ARAVA	TAB 100MG	TBD		TBD	\$3,662.93	\$913.23
			ARAVA TOTAL						\$3,662.93
	Aventis Pharm	00075009037	AZVACORT	AER 100MG	\$61.58	1	\$66.56	\$2,212,576.23	\$582,387.49
			AZVACORT TOTAL						\$582,387.49
AMCC	Aventis Pharm	00088115330	COPAXONE	COPAXONE 20MG INJECTION KIT	TBD	1	TBD	\$708,370.53	\$180,741.52
	Aventis Pharm	00088115003	COPAXONE	COPAXONE INJ 20MG	\$1,081.38	32	\$35.23	\$623,092.02	\$158,893.06
			COPAXONE TOTAL						\$338,634.58
	Aventis Pharm	00075002800	DDAVP	TAB 0.2MG	\$303.00	100	\$3.03	\$1,261,408.94	\$340,368.66
AMCC	Aventis Pharm	00075245201	DDAVP	SOL 0.01%	\$161.06	1	\$161.06	\$364,926.94	\$91,124.72
	Aventis Pharm	00075001600	DDAVP	TAB 0.1MG	\$248.50	100	\$2.47	\$142,894.65	\$36,643.68
	Aventis Pharm	00075245153	DDAVP	INJ 4MG/CMIL	\$270.00	1	\$270.00	\$16,945.00	\$4,335.75
	Aventis Pharm	00075245001	DDAVP	SOL 0.01%	TBD		TBD	\$16,617.61	\$4,364.13
AMCC	Aventis Pharm	00075245011	DDAVP	INJ 4MG/CMIL	\$266.70	10	\$266.67	\$11,816.98	\$3,004.92
	Aventis Pharm	00075245012	DDAVP	SOL 0.01%	TBD		TBD	\$5,343.03	\$1,622.04
			DDAVP TOTAL						\$40,845.53
	Aventis Pharm	00088110947	ALLEGRA	TAB 160MG	\$225.74	100	\$2.26	\$3,644,813.35	\$1,045,437.14
AMCC	Aventis Pharm	00088110747	ALLEGRA	TAB 80MG	\$116.36	100	\$1.18	\$1,746,117.23	\$397,391.49
	Aventis Pharm	00088110647	ALLEGRA	TAB 30MG	\$66.15	100	\$0.65	\$1,033,889.80	\$26,378.80
	Aventis Pharm	00088110565	ALLEGRA	TAB 180MG	\$1,128.72	500	\$2.26	\$44,236.63	\$12,364.63
	Aventis Pharm	00088110255	ALLEGRA	CAP 60MG	\$361.69	500	\$7.16	\$34,648.43	\$9,298.87
AMCC	Aventis Pharm	00088110755	ALLEGRA	TAB 60MG	\$361.69	500	\$7.16	\$32,417.99	\$8,323.03
			ALLEGRA TOTAL						\$1,455,159.30
	Aventis Pharm	00088220033	LANTUS	INJ 100U/ML	\$48.98	1	\$46.99	\$1,514,493.82	\$401,559.91
			LANTUS TOTAL						\$401,559.91
AMCC	Aventis Pharm	00075062180	LOVENOX	INJ 600.8MG	\$367.40	10	\$36.74	\$1,077,565.01	\$276,595.90
	Aventis Pharm	00075062280	LOVENOX	INJ 800.8MG	\$499.90	10	\$49.98	\$974,757.09	\$253,178.92
	Aventis Pharm	00075062300	LOVENOX	INJ 100T/ML	\$612.30	10	\$61.23	\$707,074.40	\$179,025.03
			LOVENOX TOTAL						\$707,074.40

EXHIBIT A

Defendant Manufacturer										
Group	Individual Defendant Entry	Regulatory Code	Drug Type	Drug Dosage	Manufacturer	Quantity	Freight Per Unit Price	Total Amount Paid by Defendant	NYS Share	
AMGC	Aventis Pharm	00076062430	LOVENOX	INJ 3000 3ML		10	\$18.35	\$331,366.33	\$84,536.28	
	Aventis Pharm	00076062040	LOVENOX	INJ 4000 4ML		10	\$24.66	\$307,626.32	\$77,411.78	
	Aventis Pharm	00076261201	LOVENOX	INJ 1200 8ML		10	\$73.50	\$19,895.45	\$29,899.36	
	Aventis Pharm	00076261501	LOVENOX	INJ 1600 1ML		10	\$81.88	\$74,303.62	\$16,576.91	
	Aventis Pharm	00076062403	LOVENOX	INJ 3000 3ML		10	\$17.47	\$24,361.42	\$5,731.45	
AMGC TOTAL										
AMGC	Aventis Pharm	00076150016	NASACORT	NASACORT AER 55MG/ML		1	\$57.29	\$1,764,043.43	\$476,513.45	
	Aventis Pharm	00076150543	NASACORT	AER 55MG/ML		1	\$53.03	\$49,400.02	\$12,612.73	
	Aventis Pharm	00076001480	TAXOTERE	INJ 2000 8ML		1	\$1,316.70	\$1,092,839.21	\$277,602.51	
	Aventis Pharm	00076001200	TAXOTERE	INJ 2000 5ML		1	\$329.18	\$707,120.32	\$190,366.94	
	Aventis Pharm	0006651046	BENZAMYCIN	BENZAMYCIN GEL		1	\$102.53	\$3,366,864.83	\$862,881.47	
AMGC	Aventis-Dermik	0006651023	BENZAMYCIN	BENZAMYCIN GEL		1	\$56.94	\$965,287.21	\$266,146.89	
	Aventis-Dermik	0006651760	BENZAMYCIN	BENZAMYCIN GEL PAK		80	\$1.32	\$75,420.33	\$19,421.47	
	Aventis-Dermik	00066500802	PENLAC	PENLAC SOL 6%		1	\$120.26	\$6,267,916.87	\$1,695,273.92	
	Aventis-Dermik	00066500901	PENLAC	PENLAC SOL 6%		1	\$66.19	\$1,959,697.63	\$522,050.48	
	Aventis Pharm	00066110247	ALEGERA	ALEGERA CAP 60MG		100	\$1.16	\$616,671.19	\$157,672.41	
AMGC TOTAL										
TOTAL - AVANTIS GROUP										
BARR LABORATORIES										
BARR	Barr	\$1265057828	APRI	APRI TAB		166	\$0.92	\$106,376.60	\$26,145.67	
	Barr	0055604356	FLUOXETINE	FLUOXETINE CAP 20MG		100	\$2.67	\$4,892,974.23	\$1,215,942.11	
	Barr	0055604354	METOPROLOL	METOPROLOL TAB 50MG		500	\$0.70	\$1,678.53	\$504.04	
	Barr	0055600201	NALTREXONE	NALTREXONE TAB 50MG		30	\$4.26	\$124,328.08	\$33,873.72	
	Barr	0055600202	NALTREXONE	NALTREXONE TAB 50MG		100	\$4.26	\$37,032.78	\$9,371.19	
BARR TOTAL										
S.M.R.	Barr	0055600401	TAMOXIFEN	TAMOXIFEN TAB 20MG		30	\$3.65	\$1,153,329.01	\$301,766.75	
	Barr	00556044609	TAMOXIFEN	TAMOXIFEN TAB 10MG		60	\$1.98	\$1,169,591.80	\$299,632.57	
	Barr	00556044663	TAMOXIFEN	TAMOXIFEN TAB 10MG		180	\$1.98	\$3,617,170.68	\$945,624.43	
	Barr	0055600414	TAMOXIFEN	TAMOXIFEN TAB 20MG		90	\$3.96	\$1,197,283.24	\$354,433.72	
	Barr	00556044603	TAMOXIFEN	TAMOXIFEN TAB 10MG		TBD	TBD	\$82,207.60	\$15,060.96	
S.M.R.	Barr	00310073130	TAMOXIFEN	TAMOXIFEN 20MG TABLET		TBD	TBD	\$22,900.09	\$5,675.38	
	Barr	00310073060	TAMOXIFEN	TAMOXIFEN 20MG TABLET		TBD	TBD	\$2,719.02	\$666.88	
	Barr	00556092901	TREXALL	TREXALL TAB 10MG		30	\$15.25	\$5,282.64	\$1,382.02	
	Barr	00556094501	TREXALL	TREXALL TAB 16MG		30	\$62.86	\$2,268.99	\$567.25	
	Barr	00556092801	TREXALL	TREXALL TAB 7.5MG		30	\$11.44	\$2,209.14	\$562.29	
S.M.R. TOTAL										
S.M.R.	Barr	00556092701	TREXALL	TREXALL TAB 5MG		30	\$7.63	\$212.92	\$53.23	
	Barr	00556092701	TREXALL	TREXALL TAB 5MG		30	\$7.63	\$212.92	\$53.23	
	Barr	00556092701	TREXALL	TREXALL TAB 5MG		30	\$7.63	\$212.92	\$53.23	
	Barr	00556092701	TREXALL	TREXALL TAB 5MG		30	\$7.63	\$212.92	\$53.23	
	Barr	00556092701	TREXALL	TREXALL TAB 5MG		30	\$7.63	\$212.92	\$53.23	
S.M.R. TOTAL										

EXHIBIT A

Defendant Manufacturer

Group	Individual/Defendant Entry	Formulary Code	Drug Type	Drug W/Design	Capablet AWP	Quantity	Equivalent Unit AWP	TOTAL AMOUNT PAID BY DEFENDANT	NYC Share
BAYER	Bar	0055003302	WARFARIN	TAB 5MG	\$63.89	100	\$0.64	\$440,875.05	\$113,209.54
	Bar	0055003302	WARFARIN	TAB 2.5MG	\$62.84	100	\$0.63	\$290,450.53	\$64,213.61
	Bar	0055006902	WARFARIN	TAB 2MG	\$60.98	100	\$0.61	\$170,240.97	\$43,399.24
	Bar	00550083102	WARFARIN	TAB 1MG	\$68.34	100	\$0.68	\$142,017.09	\$36,311.57
	Bar	00550092502	WARFARIN	WARFARIN SOD TAB 3MG	\$63.07	100	\$0.63	\$130,986.42	\$33,160.31
	Bar	00550097402	WARFARIN	TAB 4MG	\$63.26	100	\$0.63	\$60,146.19	\$23,185.29
	Bar	00550093402	WARFARIN	TAB 7.5MG	\$83.44	100	\$0.83	\$81,149.19	\$20,645.47
	Bar	00550092602	WARFARIN	WARFARIN SOD TAB 6MG	\$60.30	100	\$0.60	\$63,812.52	\$13,968.27
	Bar	00550063602	WARFARIN	TAB 10MG	\$66.91	100	\$0.67	\$48,320.72	\$12,481.98
	Bar	00550063306	WARFARIN	TAB 5MG	\$69.81	1000	\$0.64	\$11,270.73	\$2,969.42
	Bar	00550066906	WARFARIN	TAB 2MG	\$60.23	1000	\$0.61	\$6,420.07	\$1,608.58
	Bar	00550083206	WARFARIN	TAB 2.5MG	\$627.95	1000	\$0.63	\$9,041.49	\$1,547.21
	Bar	00550083105	WARFARIN	TAB 1MG	\$663.83	1000	\$0.68	\$2,850.52	\$712.53
	Bar	00550097405	WARFARIN	TAB 4MG	\$632.35	1000	\$0.63	\$1,880.57	\$402.87
	Bar	00550093904	WARFARIN	TAB 10MG	\$474.89	900	\$0.95	\$513.58	\$128.40
	Bar	00550093405	WARFARIN	TAB 7.5MG	\$915.71	1000	\$0.92	\$156.34	\$39.09
TOTAL BAYER LABORATORIES								\$1,377,534.78	

BAYER CORPORATION

BAYER CORPORATION	Bayer Pharm	0002868169	AVELOX	TAB 400MG	\$282.70	30	\$9.42	\$903,813.30	\$237,725.54
	Bayer Pharm	0002868141	AVELOX	TAB 400MG	\$47.12	5	\$9.42	\$96,035.01	\$21,009.63
	TOTAL							\$999,848.31	\$258,735.17
	Bayer Pharm	00028681531	CIPRO	TAB 500MG	\$495.21	100	\$4.85	\$7,245,548.04	\$1,928,401.24
	Bayer Pharm	00028681251	CIPRO	TAB 250MG	\$423.07	100	\$4.23	\$1,082,692.16	\$279,483.27
	Bayer Pharm	00068653110	CIPRO	CIPRO HC SUS OTIC	\$96.58	1	\$96.58	\$977,892.95	\$259,004.00
	Bayer Pharm	00028681450	CIPRO	TAB 750MG	\$247.63	50	\$4.95	\$392,781.28	\$101,827.74
	Bayer Pharm	00028685310	CIPRO	CIPRO HC SUS OTIC	TBD		TBD	\$33,871.91	\$9,905.98
	Bayer Pharm	00028685335	CIPRO	SUS 10GM/100	\$99.07	1	\$99.07	\$31,001.15	\$7,750.29
	Bayer Pharm	00028685139	CIPRO	SUS 5G/100ML	\$84.61	1	\$84.61	\$25,584.21	\$6,406.34
	Bayer Pharm	00028685644	CIPRO	CIPRO IV, INJ 400/1%	\$288.12	10	\$288.12	\$25,118.30	\$6,279.56
	Bayer Pharm	00028685643	CIPRO	CIPRO IV, SOL 400/0.2%	\$720.29	24	\$30.01	\$24,591.61	\$6,147.95
	Bayer Pharm	000286851105	CIPRO	CIPRO CYSITT TAB 100MG	TBD		TBD	\$9,106.64	\$2,367.38
	Bayer Pharm	00028685665	CIPRO	CIPRO IV, INJ 1200/1%	\$469.30	6	\$77.73	\$2,332.96	\$583.24
	Bayer Pharm	00028685226	CIPRO	CIPRO IV, SOL 200/0.2%	\$374.55	24	\$15.61	\$593.18	\$145.30
TOTAL								\$13,663,985.35	\$3,493,308.58

BIOVAIL PHARMACEUTICALS

Biovail Pharm, Inc.	00086179942	CARDIZEM	CARDIZEM CD CAP 360MG/24	\$289.16	80	\$3.21	\$578,824.61	\$146,755.37
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EXHIBIT A

Defendant Manufacture

Group

Individual Defendant Entry	Formulary Code	Drug Type	Drug W/ Dosage	Manufacturer	Quantity	Unit Price	Price By Method	Total Amount	Net Share
Biovail Pharm, Inc.	00086179742	CARDIZEM	CARDIZEM CD CAP 240MG	\$205.11	90	\$2.26	\$198,534.07	\$80,696.67	
Biovail Pharm, Inc.	00086179942	CARDIZEM	CARDIZEM CD CAP 180MG	\$144.58	90	\$1.61	\$169,027.03	\$47,595.96	
Biovail Pharm, Inc.	00086179942	CARDIZEM	CARDIZEM CD CAP 300MG	\$265.82	90	\$2.95	\$163,766.11	\$46,529.10	
Biovail Pharm, Inc.	00086179630	CARDIZEM	CARDIZEM CD CAP 180MG	\$50.48	30	\$1.68	\$139,042.14	\$36,011.83	
Biovail Pharm, Inc.	00086179630	CARDIZEM	CARDIZEM CD CAP 300MG	\$89.67	30	\$2.99	\$127,706.67	\$32,207.28	
Biovail Pharm, Inc.	00086178542	CARDIZEM	CARDIZEM CD CAP 120MG	\$119.81	90	\$1.33	\$114,601.97	\$28,862.55	
Biovail Pharm, Inc.	00086178730	CARDIZEM	CARDIZEM CD CAP 240MG	\$68.45	30	\$2.28	\$108,116.18	\$27,424.76	
Biovail Pharm, Inc.	00086179630	CARDIZEM	CARDIZEM CD CAP 120MG	\$40.61	30	\$1.36	\$57,766.22	\$16,684.55	
Biovail Pharm, Inc.	00086177247	CARDIZEM	CARDIZEM TAB 60MG	\$56.17	100	\$0.56	\$41,324.60	\$10,563.88	
Biovail Pharm, Inc.	00086177147	CARDIZEM	CARDIZEM TAB 90MG	\$54.91	100	\$0.55	\$30,611.82	\$7,698.71	
Biovail Pharm, Inc.	00086177847	CARDIZEM	CARDIZEM CAP 60MG SR	\$145.50	100	\$1.46	\$11,667.98	\$2,975.50	
Biovail Pharm, Inc.	00086177947	CARDIZEM	CARDIZEM CAP 120MG SR	\$150.57	100	\$1.51	\$11,840.04	\$2,910.01	
Biovail Pharm, Inc.	00086177147	CARDIZEM	CARDIZEM CAP 60MG SR	\$101.08	100	\$1.01	\$10,986.61	\$2,734.61	
Biovail Pharm, Inc.	00086179147	CARDIZEM	CARDIZEM TAB 80MG	\$121.18	100	\$1.21	\$10,804.39	\$2,716.10	
Biovail Pharm, Inc.	00086179247	CARDIZEM	CARDIZEM TAB 120MG	\$158.62	100	\$1.59	\$4,801.68	\$1,192.68	
Biovail Pharm, Inc.	00086177155	CARDIZEM	CARDIZEM TAB 30MG	\$288.86	500	\$0.54	\$1,840.36	\$461.34	
Biovail Pharm, Inc.	00086177255	CARDIZEM	CARDIZEM TAB 60MG	\$423.13	500	\$0.85	\$1,813.58	\$403.40	
Biovail Pharm, Inc.	00086179980	CARDIZEM	CARDIZEM CD CAP 180MG	\$9,037.85	5000	\$1.81	\$48.52	\$12.13	
TOTAL BIOVAIL PHARMACEUTICALS									
Biovail Pharm, Inc.	00173099394	ZOVIRAX	ZOVIRAX OIN 5%	\$74.89	1	\$74.89	\$2,194,229.14	\$575,643.57	
Biovail Pharm, Inc.	00173099341	ZOVIRAX	ZOVIRAX OIN 5%	\$24.24	1	\$24.24	\$102,673.67	\$27,073.89	
Biovail Pharm, Inc.	00173094555	ZOVIRAX	ZOVIRAX TAB 800MG	\$528.05	100	\$5.28	\$75,217.05	\$18,759.28	
Biovail Pharm, Inc.	00173094955	ZOVIRAX	ZOVIRAX TAB 400MG	\$271.56	100	\$2.72	\$62,776.98	\$13,267.96	
Biovail Pharm, Inc.	00173091855	ZOVIRAX	ZOVIRAX CAP 200MG	\$199.94	100	\$1.40	\$21,706.92	\$5,582.41	
Biovail Pharm, Inc.	0445099394	ZOVIRAX	ZOVIRAX 5% OINTMENT	\$74.89	1	\$74.89	\$22,068.10	\$5,483.37	
Biovail Pharm, Inc.	00173098396	ZOVIRAX	ZOVIRAX SUSPENSION	\$121.74	1	\$121.74	\$8,959.55	\$2,271.44	
TOTAL ZOVIRAX									
TOTAL BIOVAIL PHARMACEUTICALS									
TOTAL									

BMS GROUP

BMS	00015321430	PARAPLATIN	PARAPLATIN INJ 150MG	\$390.30	1	\$390.30	\$394,670.71	\$101,374.75	
BMS	00015321330	PARAPLATIN	PARAPLATIN INJ 50MG	\$130.11	1	\$130.11	\$144,624.33	\$36,930.44	
BMS	00015321529	PARAPLATIN	PARAPLATIN INJ 450MG	TBD		TBD	\$60,080.35	\$17,504.82	
BMS	00015321328	PARAPLATIN	PARAPLATIN INJ 50MG	TBD		TBD	\$1,468.81	\$364.70	
TOTAL PARAPLATIN									
BMS	00015347630	TAXOL	TAXOL INJ 100/7ML	\$608.76	1	\$608.76	\$455,808.78	\$130,866.97	
BMS	00015347911	TAXOL	TAXOL INJ 300/50ML	\$1,626.25	1	\$1,626.25	\$363,355.43	\$194,977.20	
BMS	00015347630	TAXOL	TAXOL INJ 30MG/5ML	\$155.83	1	\$155.83	\$95,651.36	\$29,029.27	
BMS	00015347620	TAXOL	TAXOL INJ 30MG/5ML	TBD		TBD	\$8,701.66	\$2,175.42	
TOTAL TAXOL									
BMS	00087271531	AVAILDE	AVAILDE TAB 150-12.5	\$51.95	30	\$1.73	\$537,955.30	\$145,139.36	
BMS	00087271631	AVAILDE	AVAILDE TAB 300-12.5	\$54.02	30	\$1.80	\$414,097.60	\$106,370.19	
BMS	00087271632	AVAILDE	AVAILDE TAB 150-12.5	\$155.83	80	\$1.73	\$222,694.66	\$57,207.75	
BMS	00087271632	AVAILDE	AVAILDE TAB 300-12.5	\$152.05	80	\$1.80	\$180,556.23	\$46,174.93	
TOTAL AVAILDE									
BMS	00097271732	AVAPRO	AVAPRO TAB 150MG	\$129.85	90	\$1.44	\$614,987.26	\$159,332.41	
BMS	00087271731	AVAPRO	AVAPRO TAB 150MG	\$45.21	30	\$1.44	\$369,442.97	\$144,998.26	
TOTAL AVAPRO									
TOTAL BMS GROUP									